

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

TCF National Bank,

Interpleader Plaintiff,

V.

First Data Merchant Services Corporation  
and Community Finance Group, Inc.

### Interpleader Defendants.

File No.: 09-CV-00518-DSD-FLN

**SEPARATE ANSWER OF  
COMMUNITY FINANCE  
GROUP INC.**

Defendant Community Finance Group, Inc. (hereinafter “CFG”) for its Answer to Plaintiff’s First Amended Complaint in the above-captioned matter hereby states as follows:

**ANSWER**

1. CFG denies each and every allegation of Plaintiff's First Amended Complaint except as hereinafter stated, qualified or admitted and puts Plaintiff to the strictest proof thereof.
2. CFG is without sufficient information to admit to the allegations of Paragraph 1 of Plaintiff's First Amended Complaint and therefore denies same.
3. CFG is without sufficient information to admit to the allegations of Paragraph 2 of Plaintiff's First Amended Complaint and therefore denies same.
4. CFG is without sufficient information to admit to the allegations of Paragraph 3 of Plaintiff's First Amended Complaint and therefore denies same.
5. CFG admits the allegations contained in Paragraph 4 of Plaintiff's First Amended Complaint.

6. CFG admits the allegations contained in Paragraph 5 of Plaintiff's First Amended Complaint.

7. CFG is without sufficient information to admit to the allegations of Paragraph 6 of Plaintiff's First Amended Complaint and therefore denies same. Subject to said denial, CFG does state that it has two accounts at TCF National Bank ending in 3227 and 8928.

8. CFG admits the allegations contained in Paragraph 7 of Plaintiff's First Amended Complaint.

9. CFG admits the allegations contained in Paragraph 8 of Plaintiff's First Amended Complaint.

10. CFG admits the allegations contained in Paragraph 9 of Plaintiff's First Amended Complaint.

11. CFG admits the allegations contained in Paragraph 10 of Plaintiff's First Amended Complaint.

12. CFG admits the allegations contained in Paragraph 11 of Plaintiff's First Amended Complaint.

13. CFG admits the allegations contained in Paragraph 12 of Plaintiff's First Amended Complaint.

14. CFG admits the allegations contained in Paragraph 13 of Plaintiff's First Amended Complaint.

15. CFG is without sufficient information to admit to the allegations of Paragraph 14 of Plaintiff's First Amended Complaint and therefore denies same.

16. CFG is without sufficient information to admit to the allegations of Paragraph 15 of Plaintiff's First Amended Complaint and therefore denies same.

**AFFIRMATIVE DEFENSES**

17. CFG affirmatively alleges that Plaintiff has not made any third party payment or suffered any damages and therefore this matter is not yet ripe or timely for adjudication before this Court.

18. CFG affirmatively alleges the defenses of accord and satisfaction, estoppel, laches, waiver, unclean hands, failure of consideration, breach of warranty, illegality, usury, payment, duress and release and wavier.

19. CFG affirmatively alleges the defense of failure to state a claim upon which relief can be granted pursuant to Rule 12 of the Federal Rules of Civil Procedure.

20. CFG affirmatively alleges that the damages alleged in the First Amended Complaint were caused by the breach of contract, or other actionable conduct and fault of Plaintiff itself, or of others, over whom CFG has no authority or control.

21. CFG affirmatively alleges that they have at all times acted in good faith and in compliance with applicable laws.

22. CFG affirmatively alleges that they do not have sufficient information to allege further affirmative defenses but reserve their right, upon the discovery and investigation of additional information, to assert any of the affirmative defenses available by law.

**WHEREFORE**, Defendant Community Finance Group, Inc., hereby respectfully prays to this Court for the following relief:

1. Dismissing Plaintiff's Complaint in its entirety with prejudice.

2. A declaration that CFG is entitled to the proceeds being held at TCF National Bank and ordering the immediate release of any hold placed on CFG accounts by TCF relating to this litigation.
3. Awarding CFG its costs and expenses, including reasonable attorneys' fees.
4. Awarding CFG such other and further relief as this Court deems just and equitable.

**PARKER & WENNER, P.A.**

Dated: May 11, 2009

s/Boris Parker

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